

09-25-2000



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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger Effective Date:
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

09/21/2000 JJALLAH2 00000148 1792856

FOR OFFICE USE ONLY

01 FC:481	40.00 OP
02 FC:482	25.00 OP
03 FC:998	15.00 OP

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1792856"/>	<input type="text" value="1554980"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Molly L. Dillon

8/22/00

Name of Person Signing

Signature

Date Signed

ASSIGNMENT OF TRADE NAME AND TRADEMARK

This Assignment of Trade Name and Trademark ("Assignment") is made as of January 21, 2000 between Sonoma Creek Winery, a California general partnership ("Assignor"), and Thomas C. Larson ("Tom") and Rebecca T. Larson ("Becky") as trustees under the Larson Family Trust u/t/d dated April 16, 1998 (collectively, "Assignee").

RECITALS

A. Tom and Becky became the sole remaining partners in Assignor pursuant to that certain Agreement to Admit Partner and to Redeem Partnership Interest made as of September 12, 1997 by and between Assignor and Robert F. Larson and Tom, then current partners and Becky, the newly admitted partner (the "Redemption Agreement").

B. Tom and Becky now desire to dissolve Assignor and to cease doing business in the name of Assignor, but retain the use of the name "Sonoma Creek" for use in other business transactions.

C. Assignor now desires to sell, transfer and assign any and all interest in the trade name "Sonoma Creek" and associated Trademark, a multi-colored stylized horse design (collectively, the "Trademark") to Assignee.

Therefore, the parties hereby agree as follows:

1. Assignor assigns and transfers to Assignee all right, title, and interest in and to, including without limitation, the right to use, license, sell or otherwise transfer and assign, the Trademark and Assignee accepts from Assignor all right, title, and interest, subject to the terms and conditions set forth in this Assignment.

2. Assignee assumes the responsibility and expense, including reasonable attorney's fees, and agrees to complete any and all necessary documentation for the transfer of ownership of the Trademark with the United States Department of Commerce, Patent and Trademark Office and any renewal registration thereafter.

3. Assignor indemnifies Assignee from and against any loss, cost, or expense, including attorney fees and court costs relating to any claims of trademark infringement or other claims resulting from improper registration, and accruing with respect to the period on or prior to the date of this Assignment. Assignee indemnifies Assignor from and against any loss, cost, or expense, including attorney fees and court costs relating to any claims of trademark infringement or other

claims resulting from improper registration. and accruing with respect to the period subsequent to the date of this Assignment.

4. This Assignment shall be binding on and inure to the benefit of the parties to it, their heirs, executors, administrators, successors in interest, and assigns.

5. This Assignment shall be governed by and construed in accordance with California law.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first above written.

ASSIGNOR:

Sonoma Creek Winery,
a California general partnership

By: Thomas C. Larson
Thomas C. Larson, General Partner

By: Rebecca Larson
Rebecca Larson, General Partner

ASSIGNEE:

By: Thomas C. Larson
Thomas C. Larson, Trustee of the
Larson Family Trust u/t/d dated 4/16/98

By: Rebecca Larson
Rebecca Larson, Trustee of the
Larson Family Trust u/t/d dated 4/16/98

CONSENT TO ASSIGNMENT

The undersigned, Robert F. Larson, consents to this Assignment of Trade Name and Trademark to Assignee, and hereby agrees and acknowledges that said assignment shall not be deemed to constitute a "Sale" for purposes of Section 8(d) of the Redemption Agreement or Paragraph number 4 on page 2 of that certain Promissory Note dated September 12, 1997 in the original principal amount of one million dollars (\$1,000,000) made by Assignee in favor of Robert F. Larson, and shall not trigger any additional consideration for the Redemption Interest thereunder.

By: Robert F. Larson
Robert F. Larson